

639321.0004 (MIII-102)

PATENT

THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: LINDBO) Art Unit:
Serial No.: 09/445,843) Examiner:
Filing Date: December 14, 1999)
Title: INTERNET CACHING SYSTEM

RECEIVED

JUL 24 2000

Commissioner for Patents
Washington, DC 20231

OFFICE OF PETITIONS

COMBINED DECLARATION UNDER 37 C.F.R. §1.63
AND OATH/POWER OF ATTORNEY

Dear Sir:

I, Timo Aittola, hereby declare that Mirror Image Internet, Inc., is a company incorporated under the laws of the State of Delaware, with an office at 49 Dragon Court, Woburn, Massachusetts 01801. As Chief Financial Officer of Mirror Image Internet Inc., I am an authorized representative of Mirror Image Internet, Inc., which company has sufficient proprietary interest to act as an agent, pursuant to 37 C.F.R. §1.47(b), on behalf of Mr. Lindbo, a nonsigning inventor, who refuses to sign a Declaration/Power of Attorney in the above-identified patent application.

By virtue of this proprietary interest, I sign this declaration on behalf of, and as agent for Sverker Lindbo, who, as inventor, has refused to sign the Declaration/Power of Attorney. Sverker Lindbo is a Swedish citizen, whose last known address is 40 Elm Street, Wellesley, Massachusetts 02481. Upon information and belief, I aver that the inventor is required to execute the Declaration under 37 CFR 1.64(b). My signing is necessary on behalf of Mr. Lindbo to prevent abandonment of the application and the loss of rights associated therewith.

Accompanying this combined declaration, to establish the proof of pertinent facts and to show that such action is necessary to preserve the rights of the parties and to prevent irreparable damage, is a Statement of Facts in Support of Filing on Behalf of

Nonsigning Inventor Pursuant to 37 C.F.R. §1.47(b), a Statement under 37 C.F.R. §373(b) Establishing Proprietary Interest by Person Signing on Behalf of a Nonsigning Inventor and a check for \$130.00 to cover the petition fee under 37 C.F.R. §1.17(i).

Further, I hereby state that I have reviewed and understand the contents of the above identified specification, including the claims, as filed and as amended by the preliminary amendment filed with the specification, and that it contains a full, clear, concise and exact description of the subject matter for which a patent is sought.

I acknowledge the duty to disclose information which is material to the examination of this application in accordance with 37 C.F.R. §1.56(a).

I hereby claim foreign priority benefits under 35 U.S.C. §119 of Swedish Patent Application No. 9702795-7 filed July 24, 1997, which was the basis for PCT Application No. PCT/SE98/01316 of which the subject application is a national phase application.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

I hereby appoint:

Mark Giarratana, Reg. No. 32,615
James W. Jakobsen, Reg. No. 38,505
Barry Kramer, Reg. No. 20,622
George N. Chaclas Reg. No. P-46,608
David W. Poirier, Reg. No. 43,007
Robert Rispoli, Reg. No. 43,884

Steven J. Moore, Reg. No. 35,959
Basam E. Nabulsi, Reg. No. 31,645
R. Thomas Payne, Reg. No. 30,674
Scott D. Wofsy, Reg. No. 35,413
Eric Parham, Reg. No. 45,747
Eric Grondahl, Reg. No. P-46,741

of the firm of CUMMINGS & LOCKWOOD, whose address is Four Stamford Plaza, P.O. Box 120, Stamford, Connecticut 06904-0120, as our attorneys with full power of substitution and revocation, to prosecute this application and to transact all business in the Patent and Trademark Office connected therewith.

Please address all written correspondence to the following address:

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OFFICE OF PETITIONS

CUMMINGS & LOCKWOOD

Att: Anita Lomartra

P.O. Box 1960

New Haven, CT 06509-9958

Telephone Calls should be directed to George N. Chaclas by dialing (203) 351-4103.

Wherefore I pray that Letters Patent be granted to me for the invention or discovery described and claimed in the foregoing specification and claims, and I hereby subscribe my name to the foregoing specification and claims, declaration, power of attorney, and this petition.

Respectfully submitted,

Dated:

July 14, 2000



Timo Aittola
Chief Financial Officer
Mirror Image Internet Inc.
49 Dragon Court
Woburn, Massachusetts 01801

.SimLib1:762599.1 07/06/00

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OFFICE OF PETITIONS

George Chaclas - Patent paperwork

From: Sverker Lindbo <slindbo@itechventures.com>
To: <gchacl@cl-law.com>
Date: 5/5/00 5:22 PM
Subject: Patent paperwork
CC: <santullo@mirror-image.com>

Dear Mr Chaclas,

Some days ago I did receive two batches of patent documentation for my signature. I immediately sent an e-mail to mr Aittola to enquire whether he was reado to honor the agreements whereby the patents were originally acquired from the previous owner, Mirror Image Internet AB, and a subsequent agreement regarding our participation in procuring the signature of one of the co-inventors.

It is my understanding that Mr Aittola was not ready to honor those agreements, which in my view, puts the entire ownership of the patents into question. I therefore sent the following message to Mr Aittola earlier today.

I trust you will do what it takes from your end to ensure that no intellectual property value is being irrevocably lost while this matter is being resolved. I am ready to cooperate with any acceptable escrow agent, should that be the preferred option.

Yours sincerely,

Sverker Lindbo

PS to Mr Santullo,

I hate to make the first contact between us in this fashion, but I do believe that the patent issue has been grossly mismanaged by Mr Aittola and Cuummins and Lockwood, and I fear that important deadlines may be missed. As the innovator, I would hate to see that happen. My fiduciary duty as a board member of Parfi Holding AB, which is a mior shareholder of Mirror Image Internet Inc, however precludes me from just signing these documents until the ownership and payment issues are fully resolved. Should you wish to talk to me about this or any other issue regarding Mirror Image and its ownership, please call me at any time, preferrably on my cellphone (listed below)

Dear Mr Aittola,

I understand from the correspondence you have sent me that you do not appear to be intending to honor the agreements whereby the patents were acquired from Mirror Image Internet AB. Additionally you do not appear to be intending to honor the subsequent agreements under which, among other things, I personally helped you procure the signature of my friend Peter Löthberg.

If the above is truly your position, Parfi Holding AB or Drax Holding AB whichever party is better positioned, will see no other option, than to challenge your ownership of the patents in the Swedish legal system. Until such matter is resolved, I will not sign any documents in favor of Mirror Image Intenet Inc, in relation to these patents.

Should there be instances where my signature is required to prevent irrevocable loss of any intellectual property value, I propose the you have the patents transferred to an escrow agent, acceptable to both parties. I will be willing to sign all relevant documents in favor of such an escrow agent.

Should you want to settle this issue quickly, I propose that you contact Mr Hane. He is currently on business in London but will be back in the office on Monday. He can also be reached today on the cellphone of Mr Anders Janson, +46 705 63 02 90

Best regards,

Sverker Lindbo

Sverker

Lindbo

President

<mailto:slindbo@itechventures.com>

<http://www.itechventures.com>

Internet Technology Ventures, LLC

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FAX: (617) 367-5722

March 22, 2000

VIA FAX: (203) 708-4534

Theresa D. Recupido, Esq.
Cummings and Lockwood
4 Stamford Plaza
PO Box 120
Stamford, CT 06904-0120

RE: Declaration, Power of Attorney and Petition

Dear Ms. Recupido:

Please be advised that this office represents Sverker Lindbo. Mr. Lindbo contacted me regarding a Declaration, Power of Attorney and Petition that you recently sent to him. You have supplied no information as to who you represent or why you are requesting that Mr. Lindbo execute these documents. Without further information regarding this matter, Mr. Lindbo will not sign any of these documents.

You may contact this office if there are any further questions in this matter.

Very truly yours,



Mark G. Shub

MGS/ss
cc: Sverker Lindbo (via e-mail)

2011 MAR 1999 10:40

AGREEMENT ON THE SALE AND PURCHASE OF A BUSINESS OPERATION

This Agreement has been made on the date set out below between Mirror Image Internet AB (hereinafter referred to as "the Seller"), a company incorporated under the laws of Sweden with its office located in Stockholm, Sweden

and

Mirror Image Internet Inc. (hereinafter referred to as "the Buyer"), a company incorporated under the laws of Delaware with its office located in Woburn, MA, USA

§ 1 Transfer and certain definitions

On the terms and conditions herein contained, the Seller transfers as of today ("the Date of Agreement") to the Buyer the Seller's business operation. The transfer will include rights and obligations connected with the business including receivables from two subsidiaries, as well as liabilities or undertakings except for those stated in Exhibit 1-3 hereto. (hereinafter referred to as "the Operation").

Consummation of the transactions contemplated herein shall be effected on 12th February 1999 (the Closing Date").

The transfer is, inter alia, based on a balance sheet ("the Balance Sheet") made on 31st January 1999, ("the Balance Sheet Date").

§ 2 Title

The Seller represents and warrants that the Seller has unrestricted title to all assets related to the Operation unless otherwise stated herein and that the Seller's ownership is free and clear of all liens, options or other encumbrances.

§ 3 Consideration and payment

The consideration shall amount to SEK 12 800 000 to be paid by the Buyer by a promissory note on the Closing Date.

§ 4 Information concerning the operation

The Buyer is wholly owned by the Seller and has been given access to any and all information concerning the Operation which is in the possession of the Seller.

The Seller who has not given any representations or warranties regarding the Operation other than those stated in this Agreement regarding the Company and its activities is not responsible for incorrect information about the Operation except for warranties expressly stated herein.

§ 5 Representative office

The parties have agreed that the buyer temporarily shall use the Seller's office as representative office in Sweden and pay to the Seller an administration fee each month covering the Seller's all costs for personnel, office and lease agreements listed in Exhibit 2 and 3. In addition an admin fee of 10% is to be added to the above amount. This undertaking shall continue for an indefinite period of time until terminated by a six-month prior written notice or otherwise agreed between the parties

OBS.

If the Buyer decides to carry out its own operations in Sweden the Buyer shall employ all the Seller's employees listed in Exhibit 2 and take over the responsibility for all agreements listed in Exhibit 3.

§ 6 Personnel

The employees of the Seller will not be employed by the Buyer unless the Buyer decides to carry out its own business in Sweden as set forth in § 5 hereabove.

§ 7 Machinery and equipment

The Seller sells and transfer to the Buyer in "as is" condition all machinery and equipment related to the Operation at their book value.

§ 8 Stock

The Seller sells and transfers to the Buyer in "as is" condition the stock of goods at their book value.

§ 9 Receivables

The Seller assigns and transfers to the Buyer all receivables and other claims related to the Operation at their book value including receivables from Mirror Image Internet (U.K.) Limited of SEK 9 003 766 and Mirror Image Internet Pty Limited of SEK 273 242.

§ 10 Intellectual property rights

The seller assigns and transfers in "as is" condition all intellectual property rights listed in Exhibit 4.

The Seller will neither guarantee that the patent rights will remain in force in the future nor that patent applications will be approved.

The value of such intellectual property rights has been fixed at SEK one million (1.000.000).

The Seller warrants that, to the best of his knowledge

- a) no asset in the list constitutes an infringement of the right of any third party
- b) infringement of any asset in the list by any third party has not occurred.

§ 11 Other assets

The shares of the Seller's subsidiaries, Mirror Image Internet (U.K.) Ltd and Mirror Image Internet Pty Ltd has been sold pursuant to two separate agreements.

§ 12 Liabilities, guarantees

The Buyer shall assume all obligations under the Seller's guarantees and other agreements as listed in Exhibit 5. The parties shall jointly seek to obtain the approval of the respective creditors for an assignment of such guarantees and agreements. In the event that such approval is not obtained the Buyer shall indemnify and hold harmless Seller against and in respect of any losses or costs that arise in connection with any guarantee or agreement listed in Exhibit

§ 13 Limitation of liability

The Seller assumes no responsibility as to the value of, machinery, equipment, stock, intellectual property, receivables and other claims transferred.

§ 14 Indemnity

In the event that any representation or warranty, expressly provided for in this Agreement, shall be inaccurate in any respect the discrepancy shall be deducted from or added to the consideration by one SEK for each SEK of the discrepancy

25. FEB. 1999 15:50
amount. The maximum aggregate liability of the Seller in respect of any and all claims in respect of the warranties shall not exceed SEK one hundred thousand (100.000:-)

§ 15 Other remedies

The remedies provided for in section 14 of this Agreement shall be exclusive and the Buyer has no right to rescind this Agreement.

§ 16 Notice of claims and time limit

The Buyer shall not be entitled to invoke any remedy due to inaccurate representations or warranties and other breaches of contract unless he makes his claim in writing no later than 15 days after such breach has been discovered or should have been discovered.

The right of the Buyer to invoke a remedy under this agreement expires 4 months after the Date of Closing.

§ 17 Governing law

This Agreement shall be construed in accordance with and be governed by the laws of Sweden.

§ 18 Entire agreement

The contract and its appendices constitute the entire agreement between the parties on all issues to which the Agreement relates. The contents of this Agreement and its appendices supersedes all previous written or oral commitments and undertakings.

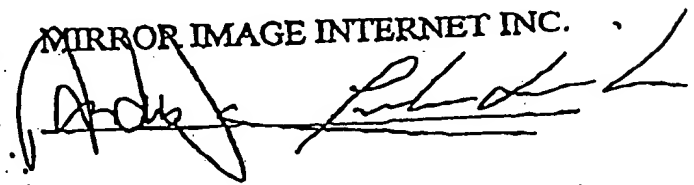
This contract has been executed in 2 copies of which the parties have taken one each.

Stockholm 12 February, 1999

MIRROR IMAGE INTERNET AB



MIRROR IMAGE INTERNET INC.



25. APR. 1999 15:00

Exhibit 1

- Worldcom telephone contract
- Mobilephone agreements (Europolitan/Telenordia)
- Tele24 telephone service agreement
- Office cleaning contract
- Stockholm Energi – electricity
- Securitas security alarm
- Post box
- Wages & Benefits incl social and pension for the staff in exhibit 2
- Insurance SKANDIA
- ② SBI
- ② HuginOnline
- Fischer Partners Fondkommission AB (market maker)
- Nordiska Fondkommission AB (market maker)
- ② VPC
- ② Curera agreement
- Co-location agreement Nacamar Frankfurt

20. MAR. 1999 15:51
EXHIBIT 2

Sverker Lindbo
Martin Forsman
Gunilla Jernfält
Robert Högberg

550428-8258
570211-1054
490705-0142
770921-0236

Exhibit 3

Office lease agreement Drottninggatan 56

Central Cache hardware lease CC-Rental

Central cache lease DEC/Finans Scandic incl bank guarantee

Telephone switchboard lease

Canon copier lease agreement

Car lease Volvo-lease

STOKAB agreement (fibre cable)

Exhibit 4

Patents and patent applications listed below;

- Internetspegel (Internet Communication System) , patent number 9603753-6
- Cache System, patent application 9702795-7
- An Internet caching system and a method and an arrangement in such a system, Patent application 9803246-9.

Trade mark

- "Mirror Image", danish trade mark VR 00.173 1998

Agreements

- Vixie agreement
- Idoncx agreement
- Parallell Web agreement
- Digital Co-marketing agreement
- Lexivision/INS IR-agreement
- Cisco agreement

Exhibit 5

Guarentees

- Parent guarentee for Mirror Image Internet (UK) Ltd
- Parent guarentee for Mirror Image Internet Pty Ltd
- Wimbledon Office lease contract Mirror Image Internet (UK) Ltd guarentee



SVERIGE

Bekräftelse av överlåtelse
Patent

Härmed intygas att hela min/vår rätt till/andel i rätten till

☒ uppfinning☒ patentansökan/patent nr 9702795-7☒ konventionsprioritet/er
(inl-dag, -land, -nr)

avseende

INTERNET CACHING SYSTEM

den 24/9 1997

har överlåtits till

MIRROR IMAGE INTERNET AB

så att nämnda innehavare i eget namn kan söka och erhålla skydd för denna uppfinning i Sverige och utlandet. Jag/vi förbinder mig/oss också att vid anfordran och utan dröjsmål och särskild ersättning underteckna sådana handlingar, som nämnda innehavare kan behöva för att styrka rättsövergången i olika länder.

Ort och datum:

970927

Överlåtare:

Sverker LINDBO

Adress:

Björkliden 16
187 41 TÄBY

DECLARATION

I, Margareta Backen, technical translator, of Bellevuevägen 46, Malmö, Sweden, do solemnly and sincerely declare as follows:

That I am acquainted with the Swedish and English languages, and that the text on the following page is a true and complete translation of the document attached hereto.

AND I MAKE this solemn declaration conscientiously believing the same to be true.

A handwritten signature in cursive script, reading "M Backen", written over a horizontal line.

Margareta Backen

Declared at Malmö, Sweden, this 15th day of February 2001

AWAPATENT

SWEDEN
Confirmation of Assignment
Patent

I/we hereby declare that I/we on 24 September 1997 have assigned all/a share in
my/our right in and to

- ☒ invention
- ☒ Patent Application/Patent No. 9702795-7
- ☒ convention priority
(filing date, country, number)

regarding INTERNET CACHING SYSTEM

to MIRROR IMAGE INTERNET AB

such that said owner can, in his own name, apply for and obtain protection for this
invention in Sweden and abroad. I/we also undertake, on request and without delay
and special compensation, to sign such documents as said owner may need to prove
the transfer of rights in different countries.

Place and date: Stockholm, 24 September 1997

Assignor: Sverker LINDBO

.....*Signature*.....

Address. Björkliden 16
SE-187 41 TÄBY



AWAPATENT

SVERIGE

Bekräftelse av överlåtelse
Patent

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2001-02-15

AWAPATENT, Malmö

Härmed intygas att hela min/vår rätt till/andel i rätten till

☒ uppfinning

☒ patentansökan/patent nr 9702795-7

☒ konventionsprioritet/er
(inl-dag, -land, -nr)

avseende INTERNET CACIING SYSTEM

Stach L

den 24/9 1997

har överlåtits till MIRROR IMAGE INTERNET AB

så att nämnda innehavare i eget namn kan söka och erhålla skydd för denna uppfinning i Sverige och utlandet. Jag/vi förbinder mig/oss också att vid anfordran och utan dröjsmål och särskild ersättning underteckna sådana handlingar, som nämnda innehavare kan behöva för att styrka rättsövergången i olika länder.

Ort och datum: *Stach L* 970927

Överlåtare: Sverker LINDBO

Sverker Lindbo

Adress: Björkliden 16
187 41 TÄBY